

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	Todd M. Hornbeck		07/17/2012	INDIVIDUAL: UNITED STATES
	Troy A. Hornbeck		07/17/2012	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA				
Name:	HFR, LLC			
Street Address:	103 Northpark Blvd.			
Internal Address:	Suite 300			
City:	Covington			
State/Country:	LOUISIANA			
Postal Code:	70433			
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS			
PROPERTY NUMBERS Total: 6				
	Property Type	Number	Word Mark	
	Registration Number:	2757850	HORNBECK OFFSHORE	
	Registration Number:	2754828	HORNBECK OFFSHORE SERVICES	
	Registration Number:	2622910	HOS	
	Registration Number:	2575178	HOS	
	Registration Number:	2622908	HOS	
	Registration Number:	2754829	H O S HORNBECK OFFSHORE	
CORRESPONDENCE DATA				
Fax Number:	2147455390			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	214-745-5226			
Email:	awalker@winstead.com			
Correspondent Name:	Andrea Walker, Winstead PC			
Address Line 1:	P.O. Box 131851			

900228725

TRADEMARK  
REEL: 004824 FRAME: 0631

CH \$165.00 2757850

Address Line 4: DALLAS, TEXAS 75313-1851

ATTORNEY DOCKET NUMBER: 17924-G99999

NAME OF SUBMITTER: Andrea Walker

Signature: /Andrea Walker/

Date: 07/18/2012

**Total Attachments: 4**

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**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made and entered into effective as of July 17, 2012, ("Effective Date"), by Todd M. Hornbeck, an individual U.S. citizen, of 103 Northpark Blvd., # 300, Covington, Louisiana 70433, and Troy A. Hornbeck, an individual U.S. citizen, of 103 Northpark Blvd., # 300, Covington, Louisiana 70433, ("Assignors") and HFR, LLC, a Texas limited liability company, having a place of business at 103 Northpark Blvd., # 300, Covington, Louisiana 70433, ("Assignee").

WHEREAS, Assignors are the registrants and owners of record of certain trademarks and trademark applications and registrations set forth on Exhibit A to this Assignment, which is attached hereto and incorporated herein by reference (collectively, the "Trademarks"); and

WHEREAS, Assignee desires to obtain all of Assignors' right, title and interest in and to the Trademarks and their accompanying good will; and

WHEREAS, in light of the foregoing, the parties acknowledge that this Assignment is intended to effectuate a full and complete assignment by Assignors to Assignee of all of Assignors' rights in and to the Trademarks and all of the good will symbolized by the Trademarks and associated therewith in connection with the business in which the Trademarks are used;

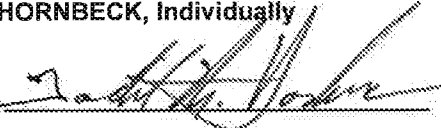
NOW, THEREFORE, for and in consideration of the foregoing premises and Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby sell, assign and transfer unto Assignee, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks including domestic and foreign rights, including without limitation: (i) all good will symbolized by and associated with the Trademarks; (ii) any and all applications, registrations or certificates or renewals that may be pending, issued or granted therefor; (iii) all income, royalties, damages or other remedies and payments now or hereafter due or payable in respect to the Trademarks; (iv) all causes of action, either in law or in equity, for damages for past, present or future infringement of the Trademarks, throughout the entire world; and (v) the right to file and prosecute applications and/or renewals and obtain registrations of the Trademarks in Assignee's own name throughout the world, including, without limitation, all rights of priority.

Assignors agree to execute any and all powers of attorney, applications, assignments, declarations, affidavits, verified statements, and any other agreements, documents or instruments as may be necessary or appropriate to perfect the rights, title and interest assigned hereby in Assignee, its successors, assigns and legal representatives. Assignors further agree to communicate to Assignee, and its successors, assigns and legal representatives, any facts known to Assignors respecting the Trademarks and to provide to Assignee all written and electronic documentation in support of their ownership and continuous use of the Trademarks from the date of first use or after registration; and, at the expense of Assignee, to testify in any legal proceedings, sign all lawful agreements, documents or instruments, make all lawful oaths and generally do everything reasonably possible to vest legal title in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain, maintain, and enforce its rights under the Trademarks.

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

**"Assignors"**

**TODD M. HORNBECK, Individually**

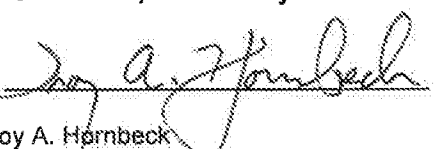
Signature: 

Name: Todd M. Hornbeck

Title: Owner of record

Date: 7-17-2012

**TROY A. HORNBECK, Individually**

Signature: 


Name: Troy A. Hornbeck

Title: Owner of record

Date: 7-17-2012

**"Assignee"**

**HFR, LLC**

Signature: 

Name: TODD M. HORNBECK

Title: Manager

Date: 7-17-2012

STATE OF Louisiana §  
COUNTY OF Parish of St. Tammany

This instrument was acknowledged before me on the 17 day of July  
2012, by Todd M. Hornbeck, individually, for the purposes set forth herein.

[SEAL]

Karen Cuccia Schloegel  
Notary Public  
My Commission Expires: upon death  
**KAREN CUCCIA SCHLOEGEL**  
**NOTARY PUBLIC # 56502**  
**State of Louisiana**  
**My Commission is issued for Life**

STATE OF Louisiana §  
COUNTY OF Parish of St. Tammany

This instrument was acknowledged before me on the 17 day of July  
2012, by Troy A. Hornbeck, individually, for the purposes set forth herein.

[SEAL]

Karen Cuccia Schloegel  
Notary Public  
My Commission Expires: upon death

**KAREN CUCCIA SCHLOEGEL**  
**NOTARY PUBLIC # 56502**  
**State of Louisiana**  
**My Commission is issued for Life**

STATE OF Louisiana §  
COUNTY OF Parish of St. Tammany

This instrument was acknowledged before me on the 17 day of July  
2012, by Todd M. Hornbeck, the Manager of HFR, LLC,  
for the purposes set forth herein.

[SEAL]

Karen Cuccia Schloegel  
Notary Public  
My Commission Expires: upon death

**KAREN CUCCIA SCHLOEGEL**  
**NOTARY PUBLIC # 56502**  
**State of Louisiana**  
**My Commission is issued for Life**

**EXHIBIT A**

<b>COUNTRY</b>	<b>MARK</b>	<b>REGISTRATION NO.</b>
U.S.	HORNBECK OFFSHORE	2757850
U.S.	HORNBECK OFFSHORE SERVICES	2754828
U.S.	H O S	2622910
U.S.	Horse Head Design Logo	2575178
U.S.	H O S & Design	2622908
U.S.	H O S Design Logo	2754829
Trinidad & Tobago	HORNBECK	34290
Trinidad & Tobago	HORNBECK OFFSHORE	34289
Trinidad & Tobago	HORNBECK OFFSHORE SERVICES	34291
Trinidad & Tobago	H O S & Device	34287
Trinidad & Tobago	H O S HORNBECK OFFSHORE SERVICES & Design	34288
Trinidad & Tobago	H O S HORNBECK OFFSHORE & Design	34292
Mexico	HORNBECK OFFSHORE SERVICES	1098272
Mexico	H O S & Design (circle)	1105451
Mexico	HORNBECK OFFSHORE	1107003
Mexico	H O S & Design (no circle)	1105453
Mexico	Horse Head Design	1105450
Mexico	H O S & Design	1103641
Mexico	H O S Logo	1105452